NOTICE OF INTENT ("NOI") PACKAGE

OVERVIEW

Los Angeles Unified School District ("LAUSD") is soliciting bids for the exclusive use of three (3) classrooms, a kitchen, clerical and lounge/work areas, four (4) storage rooms, parking lot, outdoor playground with play structure, and restrooms (collectively, the "Space") at Beethoven Early Education Center ("Beethoven EEC"), located at 12939 Lucille Avenue, Los Angeles CA 90066, for the operation of early childhood education program(s) and/or licensed child care services for participants ages 0 to 5. This may include, but not be limited to, programming and services for preschool, pre-K, Early Head Start and/or Head Start ("Early Childhood Education Program") during the hours as early as 6:00 a.m. to 6:00 p.m., Monday through Saturday.

THE PROPOSAL MUST USE THE SAME NUMBER AND LETTER SYSTEM USED BELOW. Entity’s proposal must address each element even if the answer is “no” or “does not apply.” For purposes of this NOI, Entity shall mean any individual or organization duly authorized to provide Early Childhood Education Program who maintains the appropriate licenses, permits and approvals from the respective governing body and/or authority for such services and programs, and as accepted by LAUSD. Failure to use the same number and letter system or address each element shall result in your proposal being deemed non-responsive and shall not be considered.

1. PROGRAM ELIGIBILITY AND REQUIREMENTS:
   Entity must address each of the following in Entity’s proposal:

   A. License for Use of the Space for Early Childhood Education Program
      1. LAUSD’s goal is to identify an Entity for the use of the Space to provide Early Childhood Education Program. Entity will be required to pay, at minimum, the operating and maintenance fees associated with the use of the Space at the rates in the Monthly Fee section below. Entity may propose to pay more than the minimum, and the amount Entity is proposing to pay will be considered in the scoring of the submittals.

      2. The Space shall be used solely to provide Early Childhood Education Program and for no other purpose. The Space is not intended to augment any existing regular education program or facility.

      3. By submitting an NOI proposal, Entity accepts the Space in its current "as is" "where is" and "with all faults" condition and subject to any condition which may exist, without any representation or warranty of any kind by LAUSD. Entity understands that LAUSD has no obligation to construct or pay for any alterations or improvements to the Space, including alterations to make the Space comply with the Americans with Disabilities Act or any Division of State Architect ("DSA") requirement for occupancy by Entity’s participants. LAUSD makes no representations or warranties regarding the Space, including the condition thereof or its suitability for Entity’s use.

      4. Entity may make alterations and improvements ("A&I") to the Space subject to LAUSD’s prior review and approval. All A&I must be made at Entity’s sole cost and expense. Entity must enter into LAUSD’s Development Agreement for the A&I. The A&I must comply with all LAUSD design standards and specifications, as well as applicable laws, rules and
regulations, including receiving DSA review and approval, if necessary. Entity will be required to pay for LAUSD’s review of the proposed A&I.

5. Entity, at its sole cost and expense, must obtain any and all necessary permits and approvals for its proposed use of the Space. Entity will be required to provide proof of permits and approvals for the Permitted Use prior to using the Space.

6. LAUSD will host a non-mandatory physical walkthrough of the Space on May 21, 2021 at 10 a.m. and June 11, 2021 at 10 a.m. These will be the only permissible physical inspections of the Space that LAUSD will provide to applicants. Please note, if Entity cannot attend either walkthrough, Entity will not be allowed to walk the Space at another date and time. The walkthrough will be conducted by LAUSD Real Estate and Asset Management staff only.

B. Hours and Use of Space:

1. During the hours as early as 6:00 a.m. to 6:00 p.m., Monday through Saturday, the Space may be used by Entity for its Early Childhood Education Program for the hours as approved and accepted by the appropriate governing agencies for the program and services, and LAUSD.

2. If Entity would like to use the Space to provide Early Childhood Education Program during LAUSD calendar breaks (winter, spring and summer), Entity may submit a calendar with its proposed dates and times of use for LAUSD’s consideration. Entity understands and agrees that the increased use will increase the fees, as defined below, accordingly.

NOTE: Regardless of the days and hours of use set forth above, LAUSD reserves the right upon thirty (30) days’ written notice to terminate the use of the Space for any reason or no reason or adjust Entity’s schedule in order to perform operation and maintenance services, or in case of an emergency.

3. Please state Entity’s agreement that it shall not rent, sublet or assign the use of the Space for any consideration (including donations) and it shall not ask for donations on LAUSD property. This means Entity cannot allow the Space to be used by another person or entity. Examples of this activity include but are not limited to i) Entity renting the Space to XYZ Company for any use and/or ii) Entity charging a fee to park in the Space or rent the Space for any use.

C. Early Childhood Education Program

Entity’s proposal must provide evidence, in detail, that it is authorized to operate the Early Childhood Education Program.

Please describe in detail the proposed Early Childhood Education Program to be provided in the Space, including:

1. the guidelines Entity must follow and the square footage per child and/or ration of participants to staff, if applicable,
2. the number of participants per classroom,
3. the ages of the proposed participants,
4. a staffing plan to meet the programming needs described as per the required license(s) and guidelines, and
5. staff hiring practice, training program and protocol for vetting background checks.

Fees: Include details of the fees charged for the provision of the Early Childhood Education Program, if any, as well as other sources of income that demonstrate Entity has the capacity to provide the programming for the duration of the proposed use. Please provide the plan to comply with LAUSD Bulletin 3872, Fingerprinting and Criminal Background Compliance for Contractors attached as Attachment 1.

LAUSD discloses that if the Space has a kitchen, a food preparation area, or food storage facilities these facilities may not meet Los Angeles Department of Public Health (“LADPH”) requirements. If Entity intends to serve or provide food to the participants of the Early Childhood Education Program, Entity shall be solely responsible to secure all appropriate governmental approvals for same, including, but not limited to, the LADPH. Entity shall be solely responsible for the repair and maintenance of all food service facilities and equipment.

If Entity will be serving or providing food, please provide a detailed Food Service Plan (“FSP”). The FSP shall include foods that meet minimum level calorie intake and nutritional levels as recommended by the United States Department of Agriculture and meets LAUSD requirements (https://achieve.lausd.net/Page/13182). The FSP shall include:

a. the method for provision of all food and beverages.
b. a list of meals and snacks to be provided and should include sample menus.
c. the methods for accommodating for participants’ food allergies, as well as options for families to bring food from home.
d. maintenance plan to keep the Space safe and sanitary

LAUSD will not provide any furniture and equipment (“F&E”) or staff. Please describe in detail the F&E Entity will provide, including F&E to accommodate for Entity’s FSP.

D. LAUSD Attendance Zone
Please describe Entity’s plan to promote enrollment of participants within LAUSD’s Beethoven Elementary School’s attendance zone (“Attendance Zone”). Entity shall ensure that the percentage of participants from the Attendance Zone is a minimum of fifty percent (50%) of all registered participants in its Early Childhood Education Program. For every year of the License Agreement, Entity will provide LAUSD an identification of the participants participating in its program. Entity shall provide a plan and contents of reports to be provided to LAUSD on recruitment and participation in Entity’s programs. If the fifty percent (50%) minimum threshold cannot be achieved through recruitment efforts in the Attendance Zone, Entity agrees to consult with LAUSD’s office of Real Estate and will extend its recruitment efforts to surrounding LAUSD attendance zones to ensure local participants have the opportunity to participate.

Include information regarding previous experience a) running similar programs serving similar communities in and around other LAUSD schools, b) information as to how the proposed program meets the community needs and expectations, and c) Entity’s proposed reports to LAUSD demonstrating the requirement has been met.
E. Licensure
Entity must list any local, state or federal license(s) (“License”) or certifications it possesses, or any additional pertinent information that describes its qualifications to operate its Early Childhood Education Program (e.g. teaching certificates, training, work experience, written references). Provide dates of issuance of licenses, certificates, training and/or job experiences.

Include a typical daily schedule for each classroom. Provide copies of a sample schedule (morning and afternoon, if applicable).

F. Supervision and Security
Entity, at its sole cost and expense, must supervise use of the Space and provide security, if necessary, for the safe use of the Space during Entity’s time of use. Please describe Entity’s plan to supervise participants and visitors during Entity’s proposed time of use. Please describe the requirements Entity’s staff must satisfy.

Entity must include the description of Entity’s safety procedures which may include, but not limited to the following:

   a. Pick-up procedures
   b. Sign-in and Sign-out procedures
   c. Telephone services
   d. Ill participants/medicine policy
   e. Emergency procedures
   f. Supervision

LAUSD does not provide any on-site security or any staff to open and close the Space. **LAUSD reserves the right to require Entity to provide security during use of the Space at Entity’s expense.**

G. Insurance
Entity must satisfy the insurance requirements set forth in Attachment 2. Please provide certificates of insurance that satisfy the requirements per the Attachment or provide other evidence of the ability to satisfy the insurance requirements acceptable to LAUSD. If Entity cannot satisfy the insurance requirements to LAUSD’s acceptance, Entity will be deemed non-responsive and no longer eligible for the use of the Space and LAUSD may proceed to the next qualified, responsive Entity. If Entity does not maintain acceptable insurance during the term of the License Agreement, Entity will be in default.

H. Monthly Fee
Entity must state the amount of the monthly fee Entity is proposing to pay to LAUSD. Entity must agree to pay, at minimum, a monthly fee of $4,305 with an annual increase of three percent (3%). Entity’s use of the Space must not cause LAUSD to incur costs and expenses. Entity may offer to pay more than the minimum monthly fee and minimum annual increases in their proposals.

If Entity’s proposal is selected, the License Agreement will state the monthly fee and will be provided to Entity. There will be no negotiations on the amount of the monthly fee. If Entity
rejects the monthly fee as calculated based upon its proposed schedule of use, it will be deemed to have rejected the License Agreement.

I. License Agreement
The form of the License Agreement ("Agreement") to be entered into for the use of the Space is attached as Attachment 3. If selected, Entity must execute the Agreement in order to use the Space. If Entity does not execute the Agreement within thirty (30) days from the date of LAUSD delivering the final Agreement to Entity, Entity will have been deemed to have rejected the Agreement and LAUSD may proceed to the next proposal.

The Agreement will have a term of three (3) years with two (2) options to renew the Agreement for periods of one (1) year each, for up to a total of five (5) years, on terms and conditions that LAUSD and Licensee shall agree upon.

2. RESPONSE TO THIS NOTICE OF INTENT
Response to this NOI is limited to ten (10) pages, inclusive of Sections 1 and 2 but not including tabs, completed Exhibits or Attachments. The following information shall be submitted in the form of one (1) bound copy of all required materials. Responses must address the items below and shall address each criterion separately in the order presented.

A. ENTITY INFORMATION
1. Begin with a cover letter and provide the following in the order listed. The Cover Letter must be signed by an officer authorized to represent and commit on Entity’s behalf and evidence must be provided to substantiate the signatory’s authority.
   a. An overview of Entity, including its officers, principals, stakeholders and partners.
   b. Entity’s vision, mission and/or philosophy and experience.
   c. An overview of its proposed use of the Space.
   d. A description of Entity’s record of success in operating the proposed program.
   e. Entity’s plan for funding all the costs of the use of the Space, including, but not limited to, the monthly fee, staffing, programming, F&E, insurance, and A&I (if applicable).
   f. A short overview of the community support.
2. Complete Attachment 4 – Entity Information Form.
3. Provide any letters of support from the community.

B. LAUSD EXPERIENCE – PLEASE PROVIDE COMPLETE ANSWERS TO THE FOLLOWING QUESTIONS:
Note: Entity’s answers to the following are not limited to Entity and include, but are not limited to, its officers, principals, stakeholders, and partners.
1. Does Entity have any current or pending litigation or alternative dispute resolution including, but not limited to, arbitration against LAUSD? Has Entity ever been engaged in any litigation with LAUSD?
2. Has Entity previously had any agreement with LAUSD where Entity was notified of a violation(s) or an event of default, failed to pay amounts owed or which agreement was not renewed or was terminated by LAUSD? If yes, please identify the agreement. Has Entity paid all outstanding amounts owed and/or satisfied all violations and cured any default to the satisfaction of LAUSD under the previous agreement?
3. Has Entity previously had any agreement with LAUSD which Entity has requested cancellation? If yes, please identify the agreement.
4. Does Entity currently have any agreements with LAUSD? If yes, is Entity in compliance with all requirements of its agreements?
5. Is Entity current on all financial obligations to LAUSD, if any?
6. Has Entity ever filed for bankruptcy?
7. Does Entity have any current or pending judgements, liens, or any litigation proceedings?
8. Is Entity involved in any other situation which may hamper its ability to fulfill the terms of the proposed programming and/or the terms of the Agreement?

C. ENTITY FINANCIAL CAPABILITY AND FUNDING

Present Entity’s financial capability plan to provide funding for the monthly fee for the Space. Include the following detailed information:
1. Description of Entity’s existing financial capacity.
2. Capability to staff at levels per the proposed and/or required staffing plan.
3. The source of the funding to pay for the proposed cost of the use of the Space, including, but not limited to, the monthly fee, staffing, programming, F&E, insurance, and A&I, if applicable, for the duration of the proposed term.
4. The fees to be charged to participants and other expected income that shows financial capacity to implement the proposed programs.
5. If any fundraising is part of Entity’s plan, please describe the type of fundraising that will be carried out and explain Entity’s previous successful experience with fundraising.
6. Attach Entity’s financial statements for a minimum of the past three (3) years.

D. PROPOSAL

Entity’s proposal in response to Sections 1 – 2 above.

3. SUBMISSION

Proposals must be completed in accordance with the terms of this NOI and submitted via email to FacilitiesNOI@lausd.net with “Beethoven EEC – NOI” in subject line on or before 9:00 am, June 30, 2021. Proposals received later than the above date and time will be rejected and deemed ineligible. Entity that nets the highest score with regards to, among other things, its response to Sections 1 and 2 above will be the winning Entity, pending successful negotiation and approval of the Agreement by the Board.

IMPORTANT DELIVERY INSTRUCTIONS: Proposals must be submitted via email to FacilitiesNOI@lausd.net with “Beethoven EEC – NOI” in subject line, by no later than 9:00 am on June 30, 2021. Due to COVID, no courier, overnight mail or package service or walk-up deliveries will be accepted. Interested proposers are encouraged to submit their proposal in advance of the deadline for receipt to avoid late electronic delivery.

Due to LAUSD’s email system limits, proposers are cautioned to keep a 20 MB email size limit. PDF size can be reduced by using products such as Adobe Acrobat DC.

All proposals submitted in response to this NOI shall become the property of LAUSD. Payment of the $150 publishing fee will be due by the successful Entity, if any.
4. **CONE OF SILENCE**

To assure a fair and equitable process, Entity, or any person acting on behalf of Entity who contacts any LAUSD officials, including but not limited to, the Superintendent, Board of Education Member(s), or their staff, to lobby on any aspect relating to this NOI will be disqualified from submitting a proposal. The Cone of Silence is in effect until the action associated with the recommendation to enter into the License Agreement is publicly posted in the Board Report for Board approval. Please direct all inquiries concerning this NOI in writing to FacilitiesNOI@lausd.net with “Beethoven EEC – NOI” in subject line.

LAUSD may investigate the qualifications of any individual or Entity under consideration, require confirmation of information furnished, and require additional evidence of qualifications. LAUSD also reserves certain rights, including, but not limited to, the following:

A. Reject any or all of the submittals.
B. Issue a subsequent NOI.
C. Cancel the entire NOI.
D. Amend the NOI or any part of the process.
E. Appoint evaluation committees to review qualifications or proposals.
F. Seek the assistance of outside technical experts in NOI evaluation criteria.
G. Require submitters to clarify submittals and to submit additional information.

LAUSD shall have no obligation to compensate any Entity or its contractors for any suspension of the NOI or assertion of any of the foregoing rights.

5. **NOI PREPARATION AND PARTICIPATION COSTS**

This NOI shall not, in any manner, be construed to be an obligation of LAUSD to enter into a contract, agreement, or otherwise, or any other document or result in any claim for reimbursement of cost for any efforts expended in responding to the NOI, participation in interviews or in anticipation of any contract, agreement or other document.

6. **EVALUATION CRITERIA**

A. **LAUSD Experience**

   1. Entity is not engaged in any current or pending litigation or alternative dispute resolution including, but not limited to, arbitration against LAUSD. Entity has never been engaged in any litigation with LAUSD.

   2. Entity is in good standing with LAUSD and is in compliance with all operating and/or facilities use agreements, if it has current contracts with LAUSD.

   3. Entity is current on all financial obligations to LAUSD, if any.

   4. Entity has not filed for bankruptcy, has not had a bankruptcy proceeding filed against it, and does not have any pending judgments, liens, and/or any litigation or dispute proceedings.
5. Entity is not involved in any situation, legal or otherwise, that prevent it from fulfilling the terms of the proposed programming, Agreement, payment of the monthly fee, and payment of any improvements, if applicable.

6. Entity has provided copies of active and operative Licenses or certifications that qualify it to operate its Early Childhood Education Program (e.g. teaching certificates, training, work experience, written references).

7. The proposal submitted is responsive to Section 1 and 2.

B. Permitted Use (Weighted Value – 40%)

1. A clear explanation of Entity’s proposed Permitted Use for the Space including the days and times of use.

2. Entity clearly explains the number of proposed participants in each class/session, per quarter/semester, as well as ages and/or grade levels of the proposed participants.

3. Entity clearly demonstrates the experience and ability to operate the Space for the proposed Permitted Use.

4. Entity demonstrates it can provide the staffing required to operate the Space for the proposed Permitted Use and supervision of the Space.

5. Entity’s safety procedures are clear and Entity will maintain same in accordance with the requirements of the licensing and/or permitting agency for its Early Childhood Education Program, and LAUSD’s requirements.

6. Entity’s FSP, if applicable, includes sufficient information on the meal plans and health and safety protocols.

C. Financial Plan for Permitted Use (Weighted Value – 30%)

1. Entity is able to demonstrate its current financial soundness by providing information on its income/expenses and any financial reserves.

2. Entity is able to provide proof of funds and a plan of ongoing funding to pay for all of the proposed cost of the proposed Permitted Use of the Space including, but not limited to, the monthly fee, staffing, programming, equipment, insurance, and any A&I, if applicable.

3. Entity has a clear fee structure that supports the proposed Permitted Use during the term of the Agreement, including covering F&E, maintenance and staff fees, as well as the monthly fee.

4. Entity is proposing to pay the minimum monthly fee (subject to additional bonus points below).
D. LAUSD Attendance Area Recruitment (Weighted Value – 30%)

1. Entity has demonstrated a clear knowledge of the student and community population to be served and has developed an inclusive plan representing the diverse population of participants.

2. Entity has shown a history of successfully working with local communities that it serves and aligning its outreach, activities, and operations with community needs and expectations.

3. Entity identifies a plan and the content of reports to be provided to LAUSD on recruitment and participation in Entity’s programs.

4. Entity will waive fees or provide scholarships (attendance at no charge) and/or provide a discounted fee to participants living within the Attendance Zone (subject to additional bonus points below).

E. Bonus Scoring Points

Entity may propose to pay more than the minimum monthly fee and will receive bonus points, in addition to its score as determined under A – D above, based on the criteria below. Entity’s proposal to provide (free) scholarships and/or a minimum of a 50% discount to the fee charged to participants in the Early Childhood Education Program will also receive bonus points, in addition to its score as determined under A – D above, based on the criteria below.

% Proposed Payment Over Minimum Monthly Fee | Point(s)
--- | ---
0%-20% | 1 point
21%-40% | 2 points
41%-60% | 3 points
61% – 80% | 4 points
81% – 100% | 5 points

% Proposed Participants in the Attendance Zone Receiving (Free) Scholarships | Point(s)
--- | ---
0%-20% | 1 point
21%-40% | 2 points
41%-60% | 3 points
61% – 80% | 4 points
81% – 100% | 5 points

% Proposed Participants in the Attendance Zone Receiving Discounted Fee of a Minimum of 50% | Point(s)
--- | ---
0%-20% | .5 point
21%-40% | 1 point
41%-60% | 1.5 points
61% – 80% | 2 points
81% – 100% | 2.5 points